

BLANK ROME LLP
Attorneys for Defendant Appellant COECLERICI
TRANSPORT CAPESIZE LTD.
The Chrysler Building
405 Lexington Ave
New York, New York 10174-0208
(212) 885-5148
Jeremy J.O. Harwood (JH-9012)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BETHLEHEM STEEL CORPORATION, *et al.*,

Debtors,

BETHLEHEM STEEL CORPORATION, *et al.*,

Plaintiff,

v.

COECLERICI TRANSPORT PANAMAX LTD.,

Defendant.

Chapter 11 Case No.
01-15288 (BRL) 01-15302,
01-15308 through 01-15315 (BRL)
(Jointly Administered)

Adversary Proceeding
No. 03-92536 (MG)

DESIGNATION OF DOCUMENTS AND ISSUES ON APPEAL

Appellant, COECLERICI TRANSPORT CAPESIZE LTD. f.k.a.
COECLERICI TRANSPORT PANAMAX LTD. ("Appellant"), hereby designates,
pursuant to Bankruptcy Rule 8006, the following issues and items to be included in the
record on appeal:

CASE FILE

D.1	10/14/2003	1	Complaint
D.2	8/23/2004	9	Answer to Complaint
D.3	5/15/2008	31	Motion to Compel Arbitration and for a Stay; Affidavit of Jeremy J.O. Harwood in Support of Motion to Compel Arbitration and for a Stay
D.5	6/13/2008	33	Opposition of Bethlehem Steel Corporation Liquidating Trust to Motion for an Order Compelling Arbitration and Staying the Within Adversary Proceeding Pending Arbitration filed by Ian J. Gazes on behalf of Bethlehem Steel Corporation.
D.6	6/30/2008	36	Letter to Chambers filed by Ian J. Gazes on behalf of Bethlehem Steel Corporation
D.7	7/15/2008	38	Order Signed on 7/15/2008 Denying Motion to Compel Arbitration.
D.8	7/22/2008	40	Notice of Appeal from Order Entered on July 15, 2008 Denying Motion to Compel Arbitration and for Stay

The transcript of oral argument has been ordered and once docketed will be designated. The Bankruptcy Court's written opinion signed on July 15, 2008 was docketed only in Bethlehem Steel Corp. v. Moran Towing Corp., 03-92333 (Docket number 34) adversary proceeding and filed on July 15, 2008 which the order on appeal incorporates. It is so designated by reference.

ISSUES ON APPEAL

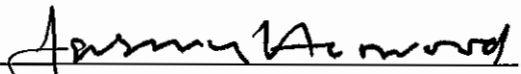
The issues to be presented on appeal are:

1. Did the Bankruptcy Court err in denying Appellant's motion to compel arbitration pursuant to 9 U.S.C. § 1 *et seq.* and 9 U.S.C. § 201 *et seq.* and also in denying a stay pursuant to 9 U.S.C. § 3?
2. Did the Bankruptcy Court err in failing to rule that collateral claims under a broad arbitration agreement are arbitrable?
3. Did the Bankruptcy Court err in holding that the Debtor was not a party to the arbitration clause in the underlying contract?
4. Did the Bankruptcy Court err in holding that it had a discretion based on a finding of a "severe conflict" with the Bankruptcy Code to overrule the United States' treaty obligations under the New York Convention, 9 U.S.C. § 201 *et seq.* ?
5. Did the Bankruptcy Court abuse its purported discretion to overrule the New York Convention, 9 U.S.C. § 201 *et seq.*?

Dated: New York, New York
August 1, 2008

Respectfully submitted,

BLANK ROME LLP
Attorneys for Defendant Appellant

By: 
Jeremy J.O. Harwood (JH-9012)
A Member of the Firm
405 Lexington Avenue
New York, New York 10174
(212) 885-5000